

R A N D L E S I D D E L E Y
LANDSCAPE ARCHITECTURE, CONSTRUCTION & MAINTENANCE

RSL Maintenance Terms & Conditions (December 2024)

1.0 INTERPRETATION AND DEFINITIONS

1.1 Unless otherwise stated in these terms and conditions, these words shall carry the following meanings:

Agreement	means the Quotation and these terms and conditions.
Client	means the person(s) listed as such in the Quotation.
Quotation	means the Quotation submitted by RSL and any written amendments to it.
RSL	means Randle Siddeley Limited (company no. 1886586), and its successors in title and assignees.
Services	means the garden maintenance services as set out and included in the Quotation and any additional services requested by the Client.

1.2 Headings do not form part of these terms and conditions and are for reference only.

1.3 A reference to any statute, statutory instrument or other legislation is to such legislation as amended in force from time to time.

2.0 FORMATION AND DURATION OF AGREEMENT

2.1 The Agreement shall take effect on the date it is executed by both parties or the date that RSL commences performance of the Services, whichever is earlier. RSL's commencement of the Services at the Client's request shall constitute formation of a contract in the terms of the Agreement, even if the Agreement has not been signed by the parties.

2.2 Where the Client requires RSL to enter into a bespoke form of maintenance agreement, these terms and conditions shall apply unless and until such bespoke form of maintenance agreement has been formally agreed and executed and the Client shall be responsible for RSL's costs incurred in negotiating and finalising the form of bespoke appointment.

2.3 The Agreement shall continue indefinitely unless otherwise stated in the Quotation or unless otherwise terminated by either party in accordance with clause 9.

2.4 The Quotation shall only be valid for a period of 3 months from its date of issue. If the Client seeks to request that RSL performs the Services after the expiry of that period, RSL reserves the right to update the Quotation and shall not commence performing the Services until the Client has received the updated Quotation and issued a further request for RSL to do so.

3.0 RSL'S OBLIGATIONS AND STANDARD OF CARE

3.1 RSL shall perform the Services in accordance with the Agreement.

3.2 In performing the Services, RSL shall use all the skill and care reasonably to be expected of a maintenance operative undertaking similar duties.

3.3 Subject to matters beyond RSL's reasonable control, performance by the Client of its obligations and the standard of care at clause 3.2, RSL shall perform the Services in a timely fashion and, where appropriate, in accordance with any timetable set out in the Quotation and any changes (including changes to the time slot requested by RSL e.g. at bank holidays) agreed with RSL from time to time in writing.

4.0 CLIENT OBLIGATIONS

4.1 The Client shall pay RSL for the performance of the Services the fees, costs and reimbursable expenses as stated in the Quotation or as otherwise agreed by the parties for additional services.

4.2 The Client shall as the Quotation requires (i) provide RSL with all information, documents and data relevant to the Services, (ii) ensure RSL has access to provide the Services and anything else listed in the Quotation, including, but not limited to (and at the Client's cost), water and power and (iii) ensure that any others engaged by the Client liaise and co-operate with RSL and co-ordinate their work and services as necessary with RSL's Services. RSL shall not be liable for the consequences of any delays to the Services arising from any failure by the Client to comply with this obligation, in particular, where access is not provided (or only partial access provided).

4.3 RSL shall not be liable for any losses incurred or suffered by the Client as a result of the Services being delayed as a result of the Client failing to comply with the requirements under clause 4.2.

4.4 Subject to clauses 4.4 and 10, where, subject to matters beyond RSL's reasonable control, RSL is unable to perform the Services and the Client has made a payment in advance, a credit will be made on the next invoice(s) for a period equal to the time when RSL was unable to perform the Services.

4.5 The Client shall give RSL no less than 48 hours' notice in writing should it wish to cancel an individual visit. If less than 48 hours' notice is given, the full charge will remain payable for the visit. Where possible (and at RSL's sole discretion), RSL will rearrange the visit. If the Client cancels more than two consecutive individual visits without instructing a suspension under

Trafalgar House, Juniper Drive, London, SW18 1GY, United Kingdom

Randle Siddeley is the trading name of Randle Siddeley Limited (Company Number 1886586) Registered office at 3rd Floor, 12 Gough Square, London EC4A 3DW.

R A N D L E S I D D E L E Y

LANDSCAPE ARCHITECTURE, CONSTRUCTION & MAINTENANCE

clause 9.1, the full charge will remain payable by the Client for all cancelled visits regardless of the amount of notice of cancellation given by the Client.

- 4.6 The Client shall notify RSL in writing of any concern regarding the performance of the Services, as soon as possible following the circumstances giving rise to the concern and, in any event, no later than 1 month following such circumstances. If notice is not given in accordance with this clause 4.6, the Client shall be deemed to have accepted the performance of the Services.
- 4.7 RSL is under a legal duty to take reasonable steps to prevent sexual harassment of its employees in the course of their employment. The Client shall, and shall procure that all persons within its control shall, not behave towards RSL's employees in any way which might put RSL in breach of its legal duty.

5.0 PAYMENT

- 5.1 The Client shall pay RSL a) for ongoing maintenance services as detailed in the Quotation, quarterly in advance on receipt of each invoice, together with any other amounts due and/or b) for one-off additional services, 50% of the fees, costs and reimbursable expenses as detailed in the Quotation (or as otherwise confirmed by RSL in writing) in advance, following acceptance of the Quotation, with the balance due on provision of the Services.
- 5.2 Payment to RSL shall become due 7 days after submission of an invoice by RSL ('due date') and the final date for payment shall be 21 days after the due date ('final date for payment').
- 5.3 Interest shall be added to any amounts remaining unpaid that were due under the Agreement as at the final date for payment and shall be calculated at the rate of 8% above the base rate set by the Bank of England from time to time.
- 5.4 All sums due to RSL are exclusive of VAT the amount of which (if any) shall be paid by the Client to RSL at the rate and in the manner prescribed by law. All sums due to RSL are also exclusive of any withholding tax or any other applicable taxes that may apply in the country where the Client is based and the Client shall indemnify RSL in respect of any liability for such taxes.
- 5.5 RSL will review its costs for the Services not more than once in any 12-month period (and no earlier than the first anniversary of the Agreement date) and will notify the Client of any increase together with the date such increase takes effect, with such notice being given no less than 30 days before any such increase takes effect.

6.0 ADDITIONAL SERVICES & VISITS

- 6.1 If RSL is of the opinion that it is required or instructed to carry out services additional to the Services and/or that the number of visits provided in the Quotation is insufficient, RSL shall notify the Client in writing identifying such services and/or such visits and a fee in respect thereof, setting out the likely consequences of not proceeding with such additional services and/or visits, which may include, but may not be limited to, plants dying. The Client shall respond with instructions promptly confirming whether it wishes to proceed with such services and/or such visits, agreeing the fee and RSL shall proceed accordingly.
- 6.2 Once instructed any additional services and/or visits become part of the Services and additional payment shall be made by the Client in accordance with the Agreement.
- 6.3 Where the Client does not instruct RSL to proceed with the additional services and/or the visits in accordance with the procedure in clause 6.1, RSL shall have no liability for any of the consequences, as notified to the Client under clause 6.1, should they occur.

7.0 PUBLICITY, CONFIDENTIALITY & DATA PROTECTION

- 7.1 RSL may take photographic records of the Services and shall, with the Client's prior written consent (not to be unreasonably withheld) be entitled to publish such photographs for use in RSL's marketing, publications and social media feeds.
- 7.2 For the purpose of and in connection with the Services, information relating to the Services or concerning the business of the Client will be communicated to RSL which may be of a confidential nature. RSL shall not and shall procure that its employees do not make any unauthorised disclosure or improper use of any information that is indicated to be confidential by the Client at the time it is disclosed to RSL.
- 7.3 Both parties shall comply with their respective obligations under the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as defined in the Data Protection Act 2018, any other laws or regulations relating to privacy or personal data applicable in England and RSL's customer privacy notice which shall be made available for the Client's review on request.

8.0 LIABILITY AND INSURANCE

- 8.1 No action or proceedings under or in connection with the Agreement whether in contract or in tort or in negligence or for breach of statutory duty or otherwise shall be commenced against RSL after the expiry of 6 months from the date of completion of the Services which form the basis for such action or proceedings.
- 8.2 Save as otherwise provided in these terms and conditions, RSL's liability under or in connection with the Agreement whether in contract or in tort or in negligence or for breach of statutory duty or otherwise shall be limited to £50,000 in the aggregate in respect of the Services.
- 8.3 RSL shall effect and maintain public liability insurance for the duration of the Agreement with a limit of not less than £1,000,000 for each claim provided that such insurance is available in the market at reasonable commercial rates.

R A N D L E S I D D E L E Y

LANDSCAPE ARCHITECTURE, CONSTRUCTION & MAINTENANCE

9.0 SUSPENSION AND TERMINATION

- 9.1 The Client may instruct RSL to suspend the performance of the Services upon giving a minimum of one months' notice to RSL in writing. The Client must then give RSL a minimum of one months' notice in writing when the Client requires RSL to resume the performance of the Services. In the event of a suspension, the Client shall pay RSL a sum equivalent to 30% of the charges that would have applied for Services which would have otherwise been performed during the period of suspension in order to allow RSL to keep the Client's time slot(s) open. If a suspension lasts more than six months, RSL may submit to the Client a written request for the Services to be resumed, and if no instructions to resume are given within 14 days after RSL's request, the Agreement shall terminate, in which case clause 9.5 shall apply.
- 9.2 RSL may suspend performance of the Services in the event of a breach of the Agreement by the Client with effect from the expiry of 7 days from receipt by the Client of a written notice from RSL, provided that the breach has not been cured within that notice period. Notwithstanding the suspension, the Client shall continue to pay RSL for the performance of the Services, the fees, costs and reimbursable expenses as if the suspension had not occurred and as if RSL had been able to provide the Services. RSL shall only be obliged to resume performance of the Services when the notified breach has been remedied by the Client.
- 9.3 The Client may terminate the Agreement:
- 9.3.1 at any time, on written notice to RSL which shall take effect on expiry of 90 days from receipt by RSL; or
 - 9.3.2 within 14 days following receipt of notification from RSL of an increase to the costs of the Services under clause 5.5 (such termination taking effect on expiry of the period of notice of the increase given under clause 5.5);
 - 9.3.3 in the event of a material breach of the Agreement by RSL with effect from the date of receipt by RSL of a written notice from the Client where and provided that a prior written notice specifying a material breach has first been given to RSL and the specified breach has not been substantially cured within 14 days of receipt of that prior notice by RSL.
- 9.4 RSL may terminate the Agreement:
- 9.4.1 in the event of a material breach of the Agreement by the Client (which shall include but not be limited to failure by the Client to pay the deposit due or to pay by the final date for payment any amount due to RSL in accordance with clause 5) with effect from the date of receipt by the Client of a written notice where and provided that a written notice specifying a material breach has first been given to the Client and the specified breach has not been substantially cured within 14 days of receipt of that notice by the Client;
 - 9.4.2 on the bankruptcy/insolvency of the Client, immediately on written notice;
 - 9.4.3 on immediate written notice if the Client applies for a voluntary arrangement under Part 1 of the Insolvency Act 1986 or applies for or becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 9.4.4 on immediate written notice if the Client stops carrying on all or a significant part of his business, or indicates in any way that he intends to do so;
 - 9.4.5 on immediate written notice if (in the reasonable opinion of RSL) there is a material detrimental change in the financial standing and/or the credit rating of the Client which adversely impacts on the Client's ability to perform his obligations under the Agreement or could reasonably be expected to have an adverse impact on the Client's ability to perform his obligations under the Agreement;
 - 9.4.6 at any time, on written notice to the Client which shall take effect on expiry of 90 days' from receipt by the Client.
- 9.5 In the event of any termination the Client shall pay RSL a fair and reasonable amount on account of the fees due under the Agreement commensurate with the Services performed to the date of such termination and any outstanding costs and reimbursable expenses. In addition, where the termination is for the Client's convenience and not under clause 9.3.3 the Client shall pay to RSL all fees for work completed to the date of suspension plus a fee equal to one (1) month's projected income from the Services and shall not be due repayment of any monies paid in advance.
- 9.6 Termination of the Agreement shall not prejudice or affect the accrued rights or claims of either party.

10. FORCE MAJEURE

- 10.1 Subject to clause 10.2, neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause that materially and adversely affects its performance and which could not have been prevented, overcome or remedied through the exercise of due care and which is not attributable to the negligence, breach of contract or wilful misconduct of such party. Such event or circumstance includes, but is not limited to, any act of war, rebellion, revolution, military power or terrorism; epidemic or pandemic; radioactive contamination; fire; flood; earthquake; government restrictions, any action taken by Government or public authority, any trade strike, any collapse of building or interruption or failure of utility service and any weather event or natural disaster which is shown to occur on average less frequently than once every 10 years in the UK when compared with publicly available records. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Agreement by giving 14 days' notice to the affected party, in which case clause 9.5 shall apply.

R A N D L E S I D D E L E Y

LANDSCAPE ARCHITECTURE, CONSTRUCTION & MAINTENANCE

10.2 Subject to 4.5, the Client may suspend payment for the period of suspension in respect of any Services not provided. However, the occurrence of an event referred to in clause 18.1 shall not relieve the Client of its obligation to make payment to RSL for any Services which are provided in accordance with the Agreement.

11.0 DISPUTES

11.1 The Client and RSL shall use reasonable endeavours to settle any disputes under or in connection with the Agreement by negotiation.

11.2 The English courts shall have exclusive jurisdiction over any dispute or difference between the parties which arises out of or in connection with the Agreement.

11.3 For disputes with a value in excess of £10,000, neither party may commence any court proceedings in relation to the dispute until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to commence proceedings is not prejudiced by a delay. If for any reason the dispute is not resolved within 90 days of commencement of the mediation, the dispute shall be referred to and finally resolved by the English courts in accordance with clause 11.2.

12.0 NOTICES

12.1 Any communication and/or notice shall be in writing and may be given by hand delivery, first class post, or by email, to the Client or RSL at the respective addresses stated in the Quotation (as amended by written notice to the other).

12.2 Any communication and/or notice delivered by hand shall take effect on delivery; any communication and/or notice sent by email shall take effect only when actually received in readable form by the Client or RSL as the case may be; any communication and/or notice sent by first class post shall be deemed to have been received 2 days after posting if within UK or 5 days after posting by airmail if out of the UK (in all cases, if delivered, received, or deemed received on a Saturday, Sunday or public holiday, the relevant notice shall take effect on the next working day).

13.0 GENERAL

13.1 RSL shall be entitled to assign the benefit of the Agreement without the prior written consent of the Client. The Client shall not assign the benefit of the Agreement the prior written consent of RSL.

13.2 Nothing in the Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of the Agreement under the Contracts (Rights of Third Parties) Act 1999.

13.3 In the event of any conflict between the Quotation and these terms & conditions, the Quotation shall prevail.

13.4 If any provision of the Agreement is held by a court or other relevant tribunal to be invalid or unenforceable it shall be severable and shall be omitted from the Agreement to the extent necessary to prevent such invalidity or unenforceability and the remaining provisions shall continue to have full effect.

13.5 The Agreement constitutes the entire agreement between the Client and RSL. Any amendments to the Agreement shall be made in writing and signed by the Client and RSL.

13.6 The Agreement and any amendments to it may be executed in two or more counterparts which together shall constitute one agreement.

13.7 RSL reserves the right to amend these terms and conditions from time to time during the course of the Agreement. RSL will notify the Client of any amendment together with the date such amendment will take effect, with such notice being given no less than 30 days before the amendment takes effect. If the Client does not agree to any amendment, the Client may terminate the Agreement within 14 days following receipt of RSL's notice (such termination taking effect on the date the amendment takes effect) and the provisions of clause 9.5 shall apply.

14.0 GOVERNING LAW

14.1 The Agreement is governed by English law.

15.0 CONSUMER RIGHT TO CANCEL

15.1 If the Client is an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession and RSL has met with the Client regarding the Services other than at RSL's offices, or the Client has instructed RSL to carry out the Services remotely (i.e. by telephone, letter or email):

15.1.1 the Client can cancel the Agreement for any reason by giving RSL notice in writing within 14 days of entering into the Agreement;

15.1.2 if the Client wishes to cancel within the 14 day period, the Client must notify RSL in writing by delivering notice of cancellation by hand or sending it by post or email to RSL;

15.1.3 the Client is entitled to use the attached cancellation form but does not have to do so;

15.1.4 the cancellation notice will be considered to have been given on the day it is posted or sent by email, whether or not RSL actually receives it;

15.1.5 RSL cannot commence work within the 14 day period without the Client's express written request to do so;

15.1.6 if the Client requests RSL to commence work before the end of the 14 day period, the Client is still entitled to cancel the Agreement within that period, but the Client will be required to pay a reasonable amount for the work done up to the point at which the Client notifies RSL of the cancellation.

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R A N D L E S I D D E L E Y

LANDSCAPE ARCHITECTURE, CONSTRUCTION & MAINTENANCE

Consumer Contracts – Cancellation Form

If you want to cancel the Agreement within the first 14 days of entering into the Agreement, you must do so in writing. You can use this form but it is not compulsory to do so.

To: Randle Siddeley Limited, Trafalgar House, Juniper Drive, London, SW18 1GY

Date: [*insert date*]

The Client gives notice that I/we want to cancel the Agreement for the work to be carried out at [*insert address*]

Client's signature:

Client's name:

Client's address:

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